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District Counsel for Tulare Local Healthcare District

IN THE UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF CALIFORNIA  
FRESNO DIVISION

In re

TULARE LOCAL HEALTHCARE  
DISTRICT, dba TULARE REGIONAL  
MEDICAL CENTER,

Debtor.

Tax ID #: 94-6002897  
Address: 869 N. Cherry St.  
Tulare, CA 93274

CASE NO. 17-13797

Chapter 9

DC No.: WW-41

Date: August 2, 2018  
Time: 9:30 a.m.  
Place: 2500 Tulare Street  
Fresno, CA 93721  
Courtroom 13  
Judge: Honorable René Lastreto II

**STIPULATION TO (1) EXTEND DEADLINE FOR API HEALTHCARE CORPORATION TO OBJECT TO ASSUMPTION AND ASSIGNMENT OF POTENTIAL ASSUMED CONTRACT; (2) CONTINUE HEARING ON ASSUMPTION OF API HEALTHCARE CORPORATION'S POTENTIAL ASSUMED CONTRACT; AND (3) PRECLUDE ASSUMPTION AND ASSIGNMENT OF API HEALTHCARE CORPORATION'S POTENTIAL ASSUMED CONTRACT PENDING RESOLUTION OF CURE AMOUNT**

STIPULATION TO EXTEND DEADLINE TO OBJECT - API  
Healthcare Corporation

1 Tulare Local Healthcare District, dba Tulare Regional Medical Center (the  
2 "District"), the debtor in the above-captioned case, and API Healthcare Corporation  
3 ("API") (collectively, "the Parties"), with reference to the stipulated facts set forth herein,  
4 hereby stipulate and agree as set forth below.

5  
6 **STIPULATED FACTS**

7 1. On September 30, 2017 ("Petition Date"), the District commenced its  
8 Chapter 9 case (Bankruptcy Case).

9 2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 157  
10 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core  
11 proceeding under 28 U.S.C. § 157(b)(2).

12 3. This stipulation is entered into pursuant to 11 U.S.C. §§ 365 and 901 and  
13 LBR 9019.

14 4. On July 20, 2018 the District filed its Motion For Authority To Enter Into  
15 Transaction Including Borrowing Funds, Sales Of Personal Property And Providing  
16 Security, Assumption And Assignment Of Contracts And Leases And For Authority To  
17 Lease Real Property Pursuant To 11 U.S.C. Sections 105, 362, 364, 901 And 922  
18 ("Transaction Motion")(Dkt. 603; WW-41).

19 5. The Transaction Motion requires parties designated as having a "Potential  
20 Assumed Contract" to object to the Motion by August 1, 2018 or risk being bound by the  
21 Court's order thereon, which may include findings authorizing the District to assume and  
22 assign certain "Potential Assumed Contracts" upon payment of the "cure amount" listed  
23 in the Transaction Motion.

24 6. In the Transaction Motion, the District designates API as having a "Potential  
25 Assumed Contract" ("API's Potential Assumed Contract") and indicates that the "cure  
26 amount" required to assume and assign API's Potential Assumed Contract under Section  
27 365 of the Bankruptcy Code is "\$0.00."

28 7. API disputes the \$0.00 "cure amount" set forth in the Transaction Motion  
pertaining to API's Potential Assumed Contract.

9. Accordingly, after negotiation, the Parties have reached an agreement (a) extending the deadline for API to object to assumption and assignment of its Potential Assumed Contract, (b) continuing the hearing on API's Potential Assumed Contract, and (c) precluding assumption and assignment of API's Potential Assumed Contract absent a resolution of the "cure amount" by mutual consent of the Parties or by further order of the Court.

Subject to Court approval, the District and API hereby stipulate and agree as follows:

11. The deadline for API to object to the assumption and assignment of its Potential Assumed Contract is extended from August 1, 2018 to a date to be determined by the Parties;

12. The hearing on assumption and assignment of API's Potential Assigned Contract is continued from August 2, 2018 to a date and time to be determined by the Parties, pursuant to the Court's self-set calendar, after October 29, 2018 but before December 1, 2018, and

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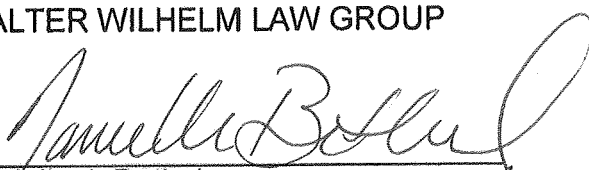
13. API's Potential Assumed Contract shall not be assumed by the District  
absent a resolution of the "cure amount" by mutual consent of the Parties or by further  
order of the Court.

IT IS SO STIPULATED.

Dated: July 31, 2018

WALTER WILHELM LAW GROUP

By:

  
Danielle J. Bethel  
Attorneys for Tulare Local Healthcare District,  
dba Tulare Regional Medical Center

FOLEY & LARDNER LLP

Dated: July 31, 2018

By:

  
Emil P. Khatchatourian  
Attorneys for API Healthcare Corporation